

## MANAGEMENT AND PROGRAMMING AGREEMENT

THIS MANAGEMENT AND PROGRAMMING AGREEMENT (this "Agreement") is made this 17th day of April, 2019 ("Effective Date"), by and between Bradley University, a private university located in Peoria, Illinois on behalf of its public radio station "WCBU" ("Licensee") and the Board of Trustees of Illinois State University on behalf of its College of Arts and Sciences, the School for Communication, and WGLT, Illinois State University's public radio station, ("Manager").

### RECITALS:

WHEREAS, Licensee is the Federal Communications Commission ("FCC") licensee of noncommercial educational radio station WCBU, Peoria, Illinois and its ancillary services, if any (broadcast auxiliary remote pickups, studio-to-transmitter links, etc.) (the "Station");

WHEREAS, Manager is an experienced noncommercial station broadcaster and the licensee of a noncommercial educational FM Radio Station, pursuant to authorization of the FCC;

WHEREAS, Licensee and Manager desire that Manager undertake the management, programming and operation of the Station for, and under the supervision of Licensee as follows:

- From the Effective Date of the Agreement through June 1, 2019 ("Operation Date"), the parties will undertake transition preparations for the transfer of management of the Station. As of the Operation Date, Manager shall assume programming responsibilities for the Station;
- From the Effective Date of the Agreement through September 30, 2019 ("Interim Operation Period"), the parties will collaborate to complete transition of Station business operations to Manager;
- From September 30, 2019 through the expiration of this Agreement ("Regular Operations Period"), Manager shall operate the Station under the Licensee's supervision in accordance with the terms of this Agreement;

WHEREAS, Licensee expects that management by Manager will promote quality public radio programming over the facilities of the Station; and

WHEREAS, Licensee and Manager wish to collaborate in ways that will advance the educational objectives of both parties.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good consideration, the parties agree as follows:

I. MANAGEMENT.

On the Operation Date, Manager hereby agrees to assume management and operation of the Station under the supervision and control of Licensee. As FCC licensee, Licensee shall at all times retain ultimate responsibility for the Station's essential functions, including its personnel, programming, and finances. Subject to the foregoing limitations, the management services provided herein shall include certain aspects of the operation and management of the Station, including, but not limited to, the production and acquisition of programming, administration of Station activities, employment of Station personnel, engineering maintenance and support for Station facilities, financial management, accounting services, routine engineering services, and compliance with all applicable laws and regulations.

(a) Programming.

(i) On the Operation Date, Manager will program the Station for 24 hours per day, seven days per week (the "Programming") with a public radio station format. The Programming shall serve the needs and interests of the Station's community of license and further Licensee's educational objectives. During the term of this Agreement, Manager will not change the format of the Programming without the prior consent of Licensee. It is understood that for purposes of this Agreement, the existing Programming format is defined as news/talk/informational. This format will continue during the week, and change to music programming at night and on weekends. The Programming will comply with Licensee's program standards, set forth in Attachment 1, the Communications Act of 1934, as amended, the FCC's rules and all applicable content-related law for broadcast programming. Manager will be responsible for obtaining or maintaining any and all intellectual property rights, including copyright licenses, necessary for the broadcast of the Programming over the Station. Any formal, written, listener complaints or FCC inquiry concerning the Programming shall be promptly reported to Licensee. Licensee shall have the right to preempt or reject any Programming if Licensee, determines in its reasonable judgment, concludes that the Programming does not serve the public interest, or that alternate programming would better address local needs.

(ii) As partial consideration of this Agreement and in order to maximize public radio services in the Peoria area, Manager agrees to rebroadcast Licensee's HD-2 channel for WCBU (presently, a Classical music format) on Manager's Peoria translator (103.5 FM, FCC Call sign W278AE) as soon as reasonably possible after the Operation Date. The translator will continue to simulcast WCBU HD-2's classical music for the duration of this agreement or until a change is mutually agreed upon by Manager and Licensee.

(b) Delivery of Programming. Manager shall deliver the Programming to the Station at Manager's cost and expense as specified in this Agreement. Except as specified on Schedules D and E, Manager will be responsible for all costs and expenses incurred in connection with equipment for receiving Programming at the Station, including appropriate equipment for satellite reception, EAS compliance, transmitter remote control and confidence monitoring.



(c) Financial Management. The parties have agreed to manage the Station finances in accordance with the following general principles, subject to the FCC requirement of Licensee control over Station finances. In the event specific circumstances arise that are not contemplated herein, the parties agree to negotiate in good faith to reach a mutual agreement to address the issue that complies with FCC Licensee control requirements.

(i) Interim Operation Period:

(1) The Interim Operation Period shall commence on the Effective Date. This Interim Operation Period is a transition period to allow the parties to make necessary arrangements with respect to operation of the Station such that Manager can fulfill its duties under the Agreement. The Interim Operation Period shall expire on September 30, 2019 or a later date mutually agreed by the parties.

(2) Licensee agrees to be invoiced up to \$39,863.00 by Manager for initial operating expenses for Station employee salary expenses (estimated or actual) during the Interim Operation Period.

(3) Licensee shall be responsible for payment of operating expenses on contractual expenses for contracts on which Licensee is currently the contracting party. This obligation shall continue until current Station vendor contracts have expired, been terminated, been assigned to Manager, or the paid through date has passed as specified on Schedule D, whichever occur first. At the expiration of the Interim Operation Period, except as specified otherwise in the Agreement and except for Station operational expenses required by the FCC to be paid by Licensee for licensee control reasons (listed on Schedule E), all financial management responsibilities shall be Manager's responsibility.

(4) During the Interim Operation Period, at Manager's request, Licensee agrees to terminate existing contracts in accordance with the contract's existing terms. Except as specified in the Agreement, the parties shall work together to manage Station contracts, provided that, to the extent permitted under FCC regulations, neither party may contractually bind the other without that party's consent.

(ii) Manager shall invoice Licensee for monthly expenses incurred by Manager for Station expenses intended to be covered by Licensee resources, (including but not limited to, expenses Manager incurs on services related to grants administered by Licensee).

(iii) Manager agrees to prepare and submit a proposed annual budget and quarterly reports of WCBU cash flow/operating expenses.

(iv) During the Interim Operation the Parties agree to cooperate regarding ongoing Station fundraising activities.

(d) Regular Operation Period

(1) To the extent permitted by FCC licensee control requirements, Manager shall act as the fiscal agent for the Station for purposes of this Agreement. Except as provided in this Agreement, including operational costs of the Station to be contract for and paid

by Licensee as specified in Schedule E, Manager shall be the responsible contracting party for all Station contracts and agreements. To the extent permitted by FCC licensee control requirements, Licensee may not enter into operating agreements with respect to Station, except as approved by Manager. The parties agree that neither party may contractually bind the other without the party's consent.

(2) Licensee shall, in the manner consistent with FCC policies, reimburse Manager for Station operating expenses reasonably incurred by Manager. Licensee shall supervise Manager's financial management of the Station by reviewing monthly invoices from Manager (including but not limited to, expenses Manager incurs on services related to grants administered by Licensee), quarterly reports, and the annual budget as outlined in this Agreement.

## 2. TERM OF AGREEMENT.

Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years. With mutual written agreement of the parties, the Agreement may be renewed for one three-year term, followed by a two-year term, for a total contract term not to exceed ten years, unless either party provides at least one hundred eighty (180) days advance written notice to the other party of its intention to terminate the agreement.

## 3. TERMINATION.

(a) Licensee may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Licensee, the Station is operated by Manager in a manner contrary to the best interests of Licensee, the public interest, convenience and necessity, FCC rules and regulations, the Communications Act of 1934, as amended, or other applicable law; or (ii) if Manager otherwise breaches its obligations under this Agreement, and Manager fails to cure such breach within thirty (30) days of written notice from Licensee or (iii) if Licensee Manager gives 180-days prior written notice of termination.

(b) Manager may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Manager, Licensee unreasonably frustrates or impedes effective management and programming of the Station by Manager; (ii) if Licensee breaches its obligations under this Agreement and Licensee fails to cure such breach within 30 days of written notice from Manager or (iii) if Manager gives Licensee 180-days prior written notice of termination.

(c) Upon termination of this Agreement, Licensee shall assume complete operational responsibility for the Station, and Manager shall be relieved of all obligations under this Agreement, except for: obligations incurred prior to the effective date of the termination; the obligation to provide a final accounting pursuant to the Agreement; and the obligation to cooperate with Licensee to wind up Manager's operation of the Station in an orderly fashion.

(d) The parties agree that upon termination of this Agreement, the parties shall review current Manager assets devoted to the Station operation and to make appropriate arrangements to transfer assets as agreed on by the parties to Licensee to continue Station operations provided



such arrangements addresses the following items: a) Station has the right to immediately use the equipment prior to a transfer of assets and b) Manager shall, at a minimum transfer assets to Licensee to enable Licensee to operate a noncommercial broadcast station that functions as required by the FCC and then existing CPB CSG grant eligibility requirements

(e) Upon termination, any funds raised by Manager on behalf of the Station shall be transferred to Licensee for the benefit of the Station. The parties also agree that upon termination of this Agreement, Manager shall provide information to Licensee about Station pledges, gifts, or newly established endowments, including the date(s) and amount(s), Manager also agrees to facilitate the transition of any underwriting contracts for the benefit of the Station to Licensee. Should this Agreement terminate, the parties agree to work in good faith to transition all aspects related to the operation of the Station back to Licensee as stated in this Agreement.

(f) If at any time during the Term of this Agreement, in the event that Licensee determines to sell and/or assign the license for the Station to any other party or to arrange for the management/operation or programming of the Station by any other party, Manager shall have a right of first refusal to enter into such agreement, including the purchase or assignment of the Station as follows: Upon the receipt by Licensee of any bona fide offer to purchase or take assignment of or to manage/operate or program the Station, which offer Licensee determines to accept, Licensee shall transmit a notice of the offer to Manager. The notice (i) shall contain the payment structure and a summary of all material terms of the offer, and (ii) shall offer to Manager the option to enter into agreement upon the terms and subject to the conditions of the proposed third party agreement as set forth in the notice. Manager shall then have the right for thirty (30) days to accept such offer. If after the thirty (30) day period Manager fails to accept the offer, its rights as to that offer shall terminate and Licensee may enter into an agreement with the original offering party on the same material terms and conditions as were offered to Manager. If Licensee does not enter such an agreement with the original offering party, Manager's right of first refusal shall again apply for the balance of the period specified above. Manager agrees that the notice of the offer and all information disclosed in conjunction with the notice of the offer will be kept strictly confidential by Manager and its employees, agents, and attorneys and that confidentiality shall survive the termination of this Agreement for a period of one (1) year, except for disclosures required by applicable law or compulsory legal process or necessary to meet governmental reporting obligations.

#### 4. GRANTS/FUNDRAISING/MARKETING.

(a) Grants. Licensee agrees to cooperate with Manager in applying for grants, awards, contributions, donations, bequests, devises, legacies or other property or monies (hereinafter collectively referred to as "grants") regardless of nomenclature, for the use or benefit of the Station, including, but not limited to, Corporation for Public Broadcasting ("CPB") grants and any other grants applied for or received in the name of Licensee and intended for the use and benefit of the Station; provided that (1) Manager drafts for Licensee's review and approval all applications or other documentation required by such grants; (2) Manager agrees to the terms and conditions of, and serves as fiscal agent for, such grants; and (3) Manager covers all administrative costs, such as audits or financial reports, required by such grants.



(b) Manager agrees to cooperate with Licensee and use its best efforts to retain any current grants, particularly CPB grants and any other grants received in the name of Licensee and intended for the use and benefit of the Station by (1) drafting for Licensee's review and approval all renewal applications or other documentation required by such grants; (2) agreeing to the terms and conditions of such grants; (3) covering all administrative costs, such as audits or financial reports, required by such grants. The parties agree that Manager shall be named as the prime or direct grant recipient to the extent permitted by the applicable grant/grantor agency. Should the grant not permit Manager to be named as grantee, Licensee agrees to name Manager as a grant sub-recipient for grants retained by Licensee for the benefit of the Station to the extent permitted by the applicable grant and Manager agrees to invoice Licensee on a monthly basis for activities related to such sub-grant award.

(c) Fundraising. Manager will conduct fundraising activities for the benefit of the Station, including but not limited to membership drives and program underwriting, in such manner as to seek to raise sufficient funds for Manager to professionally manage and operate the Station in continuing consultation with Licensee. Manager shall conduct all fundraising so as to comply with the rules and policies of the FCC applicable to noncommercial educational broadcast stations, including (with specificity) Section 73.503(d) of the FCC rules, and with IRS requirements for documenting charitable contributions. Manager will act as Licensee's agent for purposes of communicating with existing donors of WCBU. Current endowments for the benefit of the Station shall be maintained by Licensee and related earnings shall be used to support the Station as Manager submits invoices for allowable and reasonable expenses. Any future fundraising done by Manager on behalf of the Station or in contacts with the Station's existing donors shall be represented as "on behalf of WCBU" by Manager and maintained in a separate account for the benefit of the Station at Illinois State University/Illinois State University Foundation. Any information related to Station donors, gifts or newly established endowments shall be maintained by Manager under its fiscal management of the Station and in a confidential manner. Any and all Station endowments, and any pledges or planned gifts or donations to those endowments, for the benefit of the Station shall remain with the Licensee.

#### 5. LICENSE MAINTENANCE.

Licensee, as FCC licensee, has the ultimate responsibility with respect to all activities in connection with FCC license renewals, applications for facility changes and such other filings and reports as may be required by the FCC. Manager agrees to assist and advise Licensee in such activities and to prepare all necessary documents, filings and reports for the timely review and approval by Licensee in consultation with Licensee's own legal counsel. Licensee shall retain ultimate responsibility for the maintenance of the Station's online public inspection file in a manner that complies with the FCC's rules.

#### 6. RESPONSIBILITY OF FCC LICENSEE.

Licensee and Manager acknowledge and agree that the operation of the Station in compliance with all laws, rules, policies and regulations of the FCC is the ultimate responsibility of Licensee, as licensee. Nothing in this Agreement shall be construed as limiting, transferring, assigning or relieving Licensee of such responsibility. Licensee and Manager acknowledge that their relationship requires a commitment on both parties' parts to the mission of the Station. To



that end, Licensee and Manager shall conduct meetings quarterly (and additionally, on periodic request of Licensee) during which representatives of the parties shall discuss, and Licensee shall provide direction to Manager regarding, the personnel, programming, and finances of the Station.

7. STANDARDS OF OPERATION.

Manager agrees that it will manage and operate the Station consistent with industry standards for noncommercial educational broadcasting, so that the Station will provide quality service to the public, protect and enhance Licensee's reputation, and comply with all applicable legal requirements. Manager further agrees to manage and operate the Station, to the extent reasonably possible, in such a manner allowing the production and acquisition of radio programming of community value, and to combine these programs into a nonprofit radio service of high quality for broadcast to Peoria area.

8. INSTITUTIONAL COOPERATION AND MEDIA PROMOTION.

(a) Identification of Licensee. Manager will air station identifications that comply with the FCC's rules at the beginning and end of each time of operation and on the hour while the Station is on the air. Manager will identify Licensee as the Station's licensee during each on-air identification, and, as feasible, during additional on-air identifications in marketing or promotional materials that refer to the Station.

(b) On-Air Announcements About Licensee. In addition to FCC-required station identification announcements, Manager will air announcements over the Station that will provide information on both Manager and Licensee educational programs and opportunities, it being understood that Licensee wishes to share in the goodwill generated from the operation of the Station. All such announcements shall comply with FCC requirements and Manager's internal underwriting guidelines.

9. LIMITATIONS ON CONTRACTING AUTHORITY.

The parties agree that all contracts for leases or services in excess of One Hundred Thousand Dollars (\$100,000) entered into by Manager under its management and operation of the Station shall be subject to approval of Licensee. Manager agrees to follow Licensee's purchasing requirements as applicable for expenses sourced from Licensee funds.

10. MANAGER'S STATION PERSONNEL

(a) Manager shall employ sufficient personnel to manage the operate the Station as contemplated by this Agreement. An initial description of the Station employees contemplated to support Manager's operations of the Station is set forth on Exhibit A. Manager shall make all reasonable efforts in good faith so that the Station is appropriately staffed to operate on or before June 1, 2019.



(b) Manager shall be the employer of each Station employee and each Station employee must be hired in accordance Manager's policies and procedures. Manager shall consult with Licensee in the employment process subject to Manager's discretion.

(c) The parties agree that the Manager's employees' worksite shall be located at the licensed office space on the Bradley University campus. Licensee agrees to afford the Station employees with access to appropriate Licensee amenities as may be necessary in order for Station employees to perform their roles at the Station. Such amenities shall include but not limited to, appropriate parking, appropriate information technology access, and facility access on the same or similar basis as are afforded to Licensee employees. The parties agree to mutually negotiate the Station employees access to any other Licensee amenity that may be required in order for the Manager to perform its obligations under this Agreement.

(d) The parties agree that Station employees will adhere to all policies, procedures and standards established by the Manager and Licensee. Manager, as an Illinois public university complies with laws governing the employment of state employees, collective bargaining agreements, as applicable, and University policies and procedures. This paragraph is intended to facilitate the employment of Station employees consistent with these principles and applicable FCC regulations. In the event that adherence to both policies and procedures conflict, Manager's policies and procedures will prevail with respect to any term and condition of Station employee's employment. Licensee shall present any issue with respect to the employment of any Station employee to the Manager for resolution in accordance with Manager's applicable policies and procedures and Manager will keep Licensee informed as to the resolution of such issue to the extent permitted by law. Licensee agrees to cooperate with Manager with respect to any employment process that could apply to a Station employee assigned to the Bradley campus. Manager agrees to provide access to information relevant to a Station employee's employment, consistent with Licensee's status under the Personnel Record Review Act 820 ILCS 40/. Licensee will not adopt restrictions or limitation with respect to any Station employee that could change any term or condition of a Station employee's employment, outside of Manager's applicable process for such change. The parties agree to work collaboratively, in good faith, in a manner that is consistent with applicable law, to the mutual satisfaction of both parties, to resolve all Station personnel-related reasonable requests or any Station-personnel related immediate issue or concern, that could, for example, present an emergency, an issue of liability, safety or security for either party. Manager, as employer, shall be responsible for the supervision, performance, evaluation, and compensation and benefits of its employees necessary to perform this Agreement. If Licensee has any issue with respect to any Station employee's performance, Licensee may raise such issue with the Manager and may direct that such employee not work on Station-related matters.

#### 11. TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES.

(a) Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, as of the Operation Date Licensee hereby contributes, transfers, assigns, conveys and delivers to Manager, and Manager does hereby acquire and accept from Licensee, all of Licensee's right, title and interest in, to and under the assets described in Schedule A (the "**Transferred Assets**"). On the Operation Date Licensee and Manager shall execute, in



counterpart, and deliver a bill of sale (the “**Bill of Sale**”) acknowledging transfer of the title to the Transferred Assets.

(b) Excluded Assets. Notwithstanding anything to the contrary in this Agreement, except as set forth on Schedule B, all assets not specifically identified as Transferred Assets shall be retained by the Licensee and/or its affiliates and shall be excluded from the Transferred Assets.

(c) Upon Operation Date, Manager assumes liabilities and obligations of Licensee solely relating to the Station’s current assets and contracts which are required to operate the Station (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise), including those liabilities and obligations described in Schedule C (the “**Assumed Liabilities**”). Manager hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. Nothing contained herein shall prevent Manager or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

(d) Notwithstanding anything in this Agreement to the contrary, Manager shall not assume, and shall be deemed not to have assumed any liabilities or obligations of Licensee or its affiliates, including the liabilities described in Schedule D (the “**Retained Liabilities**”), which shall remain the obligations of the Licensee and/or its affiliates. Schedule D is intended to satisfy disclosure of existing contractual obligations of Station prior to entering into this Agreement and the parties agree that, except for the contracts for station operations necessary for FCC licensee control purposes as designated on Schedule E, Manager will undertake responsibility for the obligations listed on Schedule D by contacting each vendor upon the Effective Date of this Agreement to cancel the contract on behalf of the Licensee, or negotiate an assignment or new agreement between the vendor and Manager. Licensee agrees to assist and cooperate with Manager to the extent necessary to terminate, assign or renegotiate such existing contracts. Except for contracts for station operations necessary for FCC licensee control purposes as designated on Schedule E, it is the intent of the parties that Manager will undertake responsibility for all day-to-day contracts necessary to manage, program and operate the station and that Licensee will not be responsible for any of the items listed on Schedule D after the paid-through date listed on Schedule D.

(e) Domain names related to the Station shall remain with Licensee. Licensee shall update the content on the Station website upon request of Manager or provide Manager with access to update content on related websites, providing any content is in compliance with Licensee’s digital content accessibility.

(f) The parties agree that the attached schedules are prepared in good faith and to address any errors or omissions accordingly.

## 12. LICENSE AGREEMENT.

Licensee agrees to enter into a License Agreement with Manager in connection with the operation of the Station on the Bradley Campus as specified on Exhibit B. Such License



Agreement may be modified by the parties, in writing, from time to time throughout the Term of this Agreement.

13. REPRESENTATIONS AND WARRANTIES.

(a) Manager represents and warrants that it will maintain its organization and operate in accordance with all laws and regulations applicable to state institutions of higher education in its State. Manager represents and warrants that it will manage, operate and program the Station in full compliance with all applicable laws, rules and policies, including intellectual property law.

(b) Representations and Warranties of the Licensee.

(i) Organization of Licensee. Licensee is a not-for-profit Illinois corporation validly existing and in good standing under the laws of the State of Illinois.

(ii) Authority. Licensee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Licensee has obtained all necessary institutional approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Licensee and (assuming due authorization, execution and delivery by Manager) shall constitute Licensee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(iii) Ownership and Transfer of Transferred Assets. Licensee has valid, good and marketable title to, or in the case of leased or subleased Transferred Assets, valid and subsisting leasehold interests in, all of the Transferred Assets, and such Transferred Assets are free and clear of all liens. Licensee has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Manager all right, title and interest in and to, or in the case of leased or subleased Transferred Assets, all right, title and interest in and to the leasehold interest relating to, the Transferred Assets without penalty or other adverse consequences.

(iv) No Consents. No consents, notices or approvals are required from any third party for the transactions contemplated by this Agreement.

(v) Litigation/Consumer Complaints/Claim/Indemnity. At the time of this Agreement, Licensee represents that it is not aware of any litigation or formal consumer complaints that may adversely impact the Manager's obligations under this Agreement.

(c) Representations and Warranties of the Manager.

(i) Organization of Manager. Manager is a body corporate and politic of the State of Illinois duly organized, validly existing and in good standing under the laws of the State of Illinois.



(ii) Authority. Manager has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Manager and (assuming due authorization, execution and delivery by Licensee) shall constitute Manager's legal, valid and binding obligation, enforceable against it in accordance with its terms.

#### 14. INSURANCE.

(a) During the term of this Agreement and any extensions or renewals thereof, Manager shall self-insure or cause to be insured, and name Licensee as an Additional Insured, the following types and amounts of insurance for:

- (1) Broadcast libel and errors/omissions insurance - at least \$1,000,000.
- (2) Commercial general liability - at least \$1,000,000.
- (3) Workers' compensation - as required by law.

(b) During the Term of this Agreement and any extensions or renewals thereof, Licensee shall either self-insure or obtain insurance policies that insure Licensee's employees, agents and representatives. Coverage shall include, but not be limited to, comprehensive general liability insurance and educators legal liability covering wrongful acts of a radio station owned or operated by Licensee; workers compensation insurance covering Licensee employees and agents who may visit the Station premises as needed; and property insurance covering damage to or risk of loss of Station equipment. Licensee shall name Manager as an Additional Insured on policies, as required.

#### 15. RECORDS/ACCOUNTING.

(a) Manager shall keep full and adequate financial and accounting records of the Station's activities and make such records, including, but not limited to, bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of Licensee upon reasonable prior written notice. Within twenty (20) calendar days after the end of each quarter or after reasonable request by Licensee in conjunction with periodic campus accounting (including Licensee's fiscal year end accounting), Manager shall provide to Licensee a financial report, in a form reasonably acceptable to Licensee, that accounts for all revenues and expenses attributable to the Station. Manager shall also provide Licensee with detailed information (frequency and amount of donations) related to Station gifts, or newly established endowments for the benefit of Station within twenty (20) calendar days after the end of each quarter or after reasonable request by Licensee. Invoices for Station expenses shall be submitted between the parties and paid in a timely manner. In the event of any dispute concerning a reimbursable expense claimed by either party, the amount shall be escrowed until the claim is resolved. In the event the parties are unable to resolve the claim between them, they shall submit the matter to a mutually agreeable third party, whose decision shall be binding on both parties, provided that each party assumes an equal share of costs associated with such dispute resolution. Manager shall cause the operations and records of the Station to be audited periodically by an independent certified public accountant based on the fiscal year of the applicable grantee. For purposes of clarification,



Manager will produce an audit based on Licensee's fiscal year for purposes of Licensee's CPB grant compliance. Manager shall also cooperate with Licensee's auditor as part of Licensee's periodic audit, as may be reasonably requested by Licensee and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of Manager. Licensee shall also cooperate with Manager's auditor as part of Manager's periodic audit, as may be reasonably requested by Manager and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of Manager.

(b) Licensee shall be responsible for ascertaining the programming needs of its community of license and maintaining the Station's online public inspection file in compliance with FCC requirements, provided, however, that Manager shall provide advice and assistance with respect to the ascertainment of programming needs and shall upload all relevant documents and information required for Station's public inspection file.

16. RELATIONSHIP.

During the term of this Agreement, subject to its terms and conditions, Manager is authorized to hold itself out as the manager and operator of the Station. Subject to the limitation set forth in this Agreement, Manager is hereby authorized to enter into contracts for or on behalf of the Station in the ordinary course of business. Manager shall be responsible for all contracts and financial obligations that it has entered into on behalf of the Station, and shall include pertinent information regarding such contracts in Manager's quarterly financial reports described in this Agreement.

17. LICENSEE OVERSIGHT AND CONTROL.

Notwithstanding anything in this Agreement to the contrary, Licensee shall retain and exercise oversight and control of the activities and operations of the Station. Without limiting the foregoing, Licensee (through its governing board or the board's designated representative(s)) shall have the right: (a) to promulgate basic Station policies regarding personnel (but only to the extent such policies relate to Station operation), finances and programming; (b) to direct the day-to-day Station activities; (c) to inspect the Station's facilities at any time during operation; (d) to consult with Station management, review FCC-required operating and maintenance records and procedures, and investigate operational complaints; and (e) to require written reports, in addition to the quarterly financial reports described above, no less often than on a yearly basis, including but not limited to, an audited financial statement of Station revenues and expenses for the year, a summary of the Station's programming service, and personnel actions (including EEO compliance). For purposes of clarity, Licensee shall not have oversight or control of Manager's employees generally, but only to the extent that those employees' duties relate to the Station within the scope of this Agreement. It is also understood that Manager's employment of personnel shall be conducted in accordance with all applicable laws, grant requirements, and Manager collective bargaining agreements. The Station Manager of Manager shall be responsible for reporting to the Licensee governing board or to the Licensee officer(s) designated by Licensee.



18. NOTICES.

Any written notice to any party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service on or on the date of receipt by the party to whom notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to Licensee:

Bradley University  
Attn: Zach Gorman, Chief Information Officer  
1501 W Bradley Ave  
204A Morgan Hall  
Peoria, IL 61625  
Phone: 309-677-3100  
Email: zgorman@fsmail.bradley.edu

If to Manager:

Illinois State University  
WGLT  
Attn: RC McBride, General Manager  
8910 Illinois State University  
Normal, IL 61790-8910  
Phone: 309-438-2713  
Email: RCMCBride@IllinoisState.edu

19. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold harmless Manager from loss, damage, or liability that may be caused by or arise from Licensee's operation of the Station prior to the Effective Date commences, or related solely to the acts, or failures to act, by Licensee after the Effective Date, or Licensee's obligations under this Agreement.

(b) To the extent permitted by applicable law, Manager agrees to hold harmless Licensee from any fines or penalties imposed by the FCC or other governmental authority, that may be caused by or arise from Manager's management or operation of the Station after this Agreement commences or from any acts or omissions by Manager relating to its obligations under this Agreement. With respect to any losses, liabilities or obligations in connection with the ownership or operation of the Station after Effective Date, it is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.



20. SEVERABILITY.

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement, provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

21. ASSIGNMENT; SUCCESSORS.

This Agreement may not be assigned by either party without the other party's consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of the Agreement by the non-assigning party.

22. COMPLETE AGREEMENT.

This Agreement contains the entire agreement of the parties with respect to the management and operation of the Station during the term hereof, and, except as specifically referred to herein, all prior obligations, proposals and agreements relating to the subject matter hereof have been merged herein. This Agreement shall not be modified or amended except by agreement in writing duly executed by the parties hereto.

23. GOVERNING LAW; VENUE.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The parties agree that any actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts located in the Illinois Court of Claims.

24. COUNTERPARTS; FURTHER ASSURANCES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall promptly sign all documents, perform all acts, and take such other actions as are necessary to effectuate this Agreement.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement as of the Effective Date.

LICENSEE (LICENSEE)

By:

  
Gary Roberts

Title: President of Bradley University

MANAGER (MANAGER)

By:

  
Dr. Larry H. Dietz

Title: President of Illinois State University



**STATEMENT OF STATION POLICIES OF  
LICENSEE**

Licensee ("Licensee"), Licensee of Radio Station WCBU (the "Station"), hereby establishes the following standards, practices, policies and regulations to govern the broadcast of all programming aired over the Station. The following standards, practices and policies are to be adhered to in the preparation, writing, production and broadcasting of all advertisements and programs aired over the Station:

I. No Payola Or "Plugola". The mention of any business activity or "plug" for any commercial, professional or other related endeavor on the Station is prohibited, except where contained in an underwriting message that complies with the requirements of Section 399B of the Communications Act and Section 73.503 of the rules of the Federal Communications Commission ("FCC") and such message contains a sponsorship identification announcement which meets the requirements of Section 317 of the Communications Act and Section 73.1212 of the FCC's rules.

II. No Lotteries. Except as expressly permitted under Section 73.1211 of the FCC's rules, no announcements, messages or programs may be broadcast over the Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo games and the like, which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the prize is determined in whole or in part on



the basis of chance, and where contestants enter the promotion by paying or promising any form of consideration (e.g., money, substantial time, or substantial energy).

III. Station Identification Announcements Required. A station identification announcement must be broadcast each time the Station goes on the air and when it signs off the air. A station identification announcement must also be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's rules.

IV. Contests and Promotions. In the event that the Programs contain information about any contest that the Manager conducts, the Manager shall comply with Section 73.1216 of the FCC's rules by fully and accurately disclosing the material terms of the contest and by conducting the contest "substantially as announced." No contest description shall be broadcast on the Station where the Manager knows that such description is false, misleading or deceptive with respect to any material term.

V. Obscenity and Indecency Prohibited. No obscene material may be broadcast over the facilities of the Station. No indecent material may be broadcast on the Station during any time when the airing of such programming would be contrary to law or FCC regulations or policies. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for the broadcast medium. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently offensive manner, sexual conduct as defined by applicable

state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

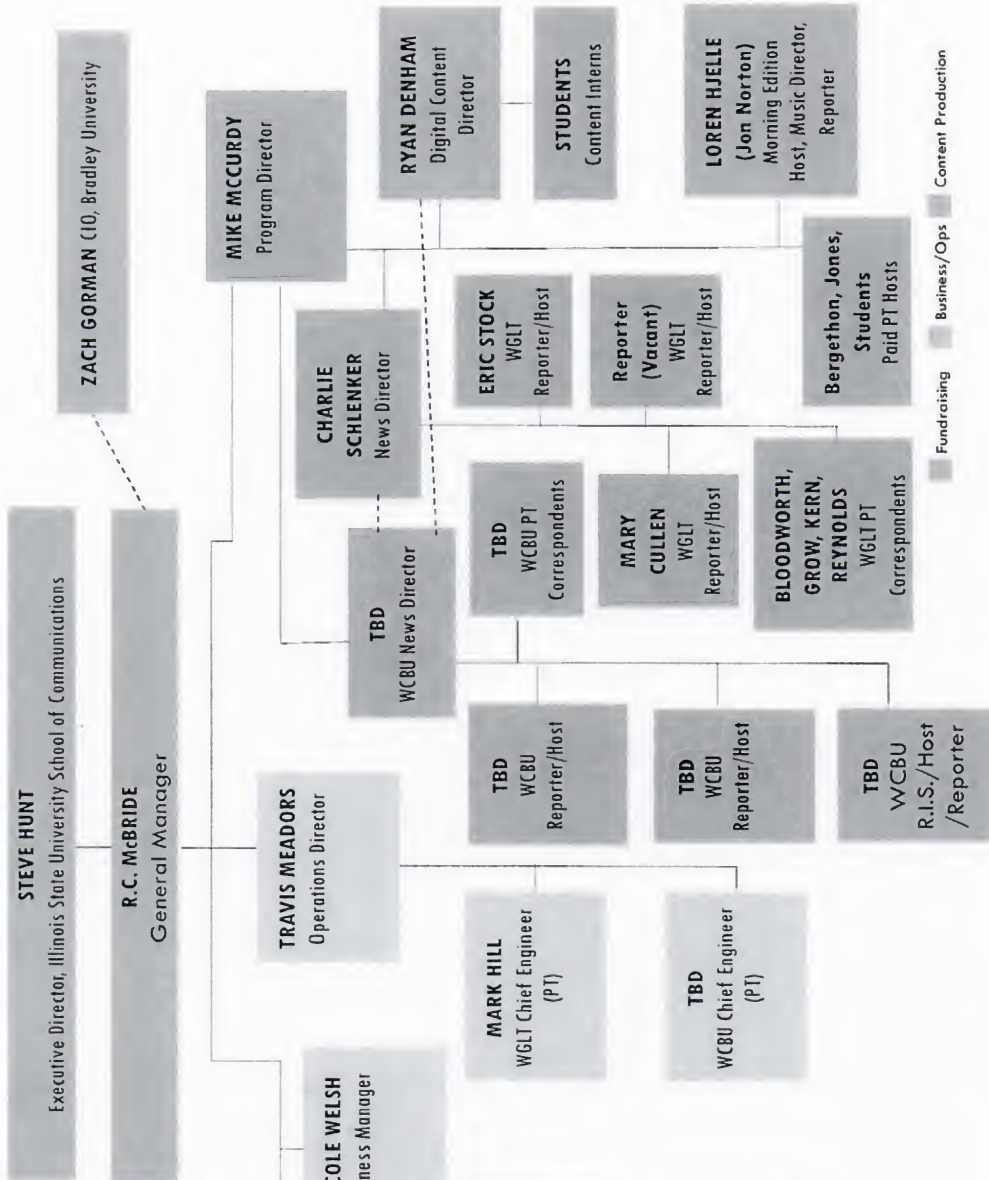
VI. Advertising. No advertisements as defined by Section 399B of the Communications Act and Section 73.503 of the FCC's rules, shall be broadcast on the Station.

VII. Defamatory Statements Prohibited. No statements known to be libelous or defamatory may be broadcast on the Station. Libel is a false statement of fact about a person, which tends to injure that person's reputation or otherwise cause injury or damages to that person.

VIII. "Equal Time" For Political Candidates. If a legally qualified candidate for public office is allowed to "use" (as defined in Section 73.1941(b) of the FCC's rules) the Station on a non-exempt program during his/her campaign, his/her legally qualified opponents must be afforded equal opportunities to appear on the Station.

IX. Sponsorship Identification Announcements. All sponsored programs must (a) contain an announcement stating the fact that the matter broadcast was sponsored, paid for, furnished by, or in support of the Station, and must disclose the true identity of the person or entity on whose behalf payment was made or promised for the broadcast, or (b) otherwise comply with Section 317 of the Communications Act and Section 73.1212 of the FCC's rules. Whenever such a sponsorship identification announcement is required, the announcement must be made both at the beginning and conclusion of each program of over five minutes in length. If a sponsored broadcast is five minutes or less in duration, only one such announcement is required, and it may be made either at the beginning or the conclusion of the broadcast or announcement.





**ORG  
CHART  
2019  
(DRAFT)**

EXHIBIT A

## Exhibit B

### LICENSE

This license (hereinafter "**License**"), made and entered into this 17th day of April 2019, between **BRADLEY UNIVERSITY**, a private university located in Peoria, Illinois (hereinafter, "**Licensor**") and **THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY**, a body corporate and politic of the State of Illinois, having its principal office in Normal, Illinois on behalf of its College of Arts and Sciences, the School for Communication, and WGLT, ISU's public radio station (hereinafter, "**Licensee**");

WHEREAS, LICENSOR, through the auspices of Bradley University, owns and operates Jobst Hall and Morgan Hall located on the campus of Bradley University, Peoria, IL; and

WHEREAS, LICENSEE wishes to enter into a license for the use of space on the Bradley University campus for the purpose of managing WCBU, a non-commercial radio station pursuant to a Management and Programming Agreement between Licensor and Licensee dated April 17, 2019, adopted in this document by reference.

NOW, THEREFORE, it is agreed by the Parties as follows:

1. Effective June 1, 2019, Licensor shall afford Licensee use of specific space for the purpose of managing WCBU, pursuant to the terms of the Management Programming Agreement referenced above. This space shall initially be the current WCBU space on the second and fourth floors of Jobst Hall on the Bradley University campus otherwise known as room numbers 218A, 218B, 218C, 219A, 219B, 219C, 219D, 219E, 222, 223, 424. The parties understand that Jobst Hall will be demolished in 2019, and when Jobst Hall is no longer available, the license for the use of Jobst Hall will terminate. At that time, the license will then apply to the use of Morgan Hall room numbers 405, 406, 407, 408, 409, 410, 411, and 411a on the Bradley University campus, or another space on the Bradley University campus as determined by Bradley University and acceptable to Licensee. This license shall terminate when the Management and Programming Agreement terminates.
2. Licensee agrees to pay Licensor a fee of \$0.00 upon execution of this License.
3. Licensee shall hold harmless Licensor, its trustees, officers, agents and employees, from and against any and all suits, actions, proceedings, claims, demands, assessments, judgments, costs, losses, liabilities, and recoveries for injuries or death to any person including guests and invitees of Licensee and for damage to property arising from or occurring out of Licensee's use of the premises, except and to the extent such losses are caused by the negligent or wrongful misconduct of Licensor, its trustees, officers, agents and employees. .
4. Licensee shall pay Licensor for any damages, maintenance, repairs or replacement of the premises, other than normal wear and tear, resulting from or made necessary by the occupancy of Licensee or its invitees, except and to the extent such losses are caused by



## Exhibit B

the negligent or wrongful misconduct of Licensor, its trustees, officers, agents and employees.

5. This License shall be governed by and construed pursuant to the laws of the State of Illinois.
6. Licensee agrees to provide Licensor, upon execution of the Agreement, a certificate of applicable general liability insurance having a minimum limitation of \$1,000,000 per occurrence. If such insurance shall ever be modified or replaced by Licensee, the Licensee will, at Licensee's expense, provide coverage under any such modified or replaced plan as is equivalent to that provided in such existing plan. Licensee shall name Bradley University as an additional insured on the liability insurance policy, and shall evidence this by providing a certificate of insurance to Licensor upon Licensor's request.
7. Except as specified in the Management Agreement, Licensee shall comply with all applicable policies, rules and regulations of Bradley University and all applicable government laws and regulations during the term of this License.
8. All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

### **Notices to Licensor shall be sent to:**

Bradley University  
Attn: Zach Gorman, Chief Information Officer  
1501 W Bradley Ave  
204A Morgan Hall  
Peoria, IL 61625  
Phone: 309-677-3100  
Email: zgorman@fsmail.bradley.edu

### **Notices to Licensee shall be sent to:**

Illinois State University  
WGLT  
Attn: RC McBride, General Manager  
8910 Illinois State University  
Normal, IL 61790-8910  
Phone: 309-438-2713  
Email: RCMCBride@IllinoisState.edu

## Exhibit B

9. Licenser assumes no responsibility whatever for any property brought into the facility by Licensee and/or its invitees and the Licensee releases the Licenser from all liabilities for any loss, injury, or damage to such property that Licensee or its contractors or invitees may sustain, except and to the extent such losses are caused by the negligent or wrongful misconduct of Licenser, its trustees, officers, agents and employees.
10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. Nothing in this License is intended to or shall create any rights or remedies in any third party.
12. The relationship of each party to the other under this Agreement shall be that of Licenser and Licensee.
13. The failure of either party at any time to enforce any provision of this License shall in no way be construed to be a waiver of such provisions or affect the validity of any provision of this License. The failure of either party thereafter to enforce each and every provision in accordance with the terms of this License.
14. In the event that any provision of this License is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this License, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This License may not be assigned by either party without the prior written consent of the other party.
16. This License, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said License.
17. This License may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.



## Exhibit B

IN WITNESS WHEREOF, the parties hereto have executed this document, in duplicate, the day and year first above-written.

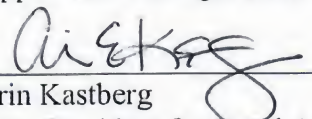
### Bradley University

#### Licensors

By:

  
\_\_\_\_\_  
Gary Roberts  
President of Bradley University

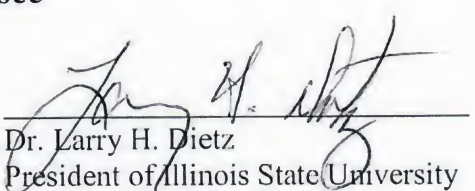
Approved as to legal form:

  
\_\_\_\_\_  
Erin Kastberg  
Vice President for Legal Affairs  
& General Counsel

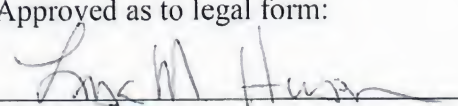
### The Board of Trustees of Illinois State University

#### Licensee

By:

  
\_\_\_\_\_  
Dr. Larry H. Dietz  
President of Illinois State University

Approved as to legal form:

  
\_\_\_\_\_  
Lisa M. Huson  
General Counsel

# Schedule A -- Assets Transferred to Manager

| Item   | Current Location | Move To Location --> | Schedule A (Transferred Assets to WGLT) |                  |     |
|--|------------------|----------------------|---|------------------|-----|
|  |                  |                      | TX                                      | Morgan Hall (BU) | ISU |
| Dell or HP Server for traffic/administrative operation | NCR              | TBD                  |   |                  |     |
| Shure Studio Microphone                                | MCR              | MCR                  |   | X                |     |
| Shure Studio Microphone                                | Studio           | Studio               |   | X                |     |
| Shure Studio Microphone                                | PCR 1            | PCR 1                |   | X                |     |
| Shure Studio Microphone                                | PCR 2            | PCR 2                |   | X                |     |
| Heil Studio Microphone (qty 2)                         | RIS              | RIS                  |   | X                |     |
| dbx 266 Microphone Processor                           | MCR              | RIS                  |   | X                |     |
| dbx 266 Microphone Processor                           | MCR              | RIS                  |   | X                |     |
| dbx 266 Microphone Processor                           | PCR 1            | PCR 1                |   | X                |     |
| dbx 266 Microphone Processor                           | PCR 2            | PCR 2                |   | X                |     |
| Middle Atlantic Equipment Rack                         | PCR 1            | NCR                  |   | X                |     |
| Middle Atlantic Equipment Rack                         | PCR 2            | NCR                  |   | X                |     |
| Middle Atlantic Equipment Rack                         | PCR 3            | NCR                  |   | X                |     |
| Denon CD Player  | MCR              | MCR                  |   | X                |     |
| Denon CD Player  | MCR              | MCR                  |   | X                |     |
| Denon CD Player  | MCR              | MCR                  |   | X                |     |
| Denon CD Player  | PCR 1            | PCR 1                |   | X                |     |
| Denon CD Player  | PCR 1            | PCR 1                |   | X                |     |
| Marantz CD Player                                      | PCR 2            | PCR 2                |   | X                |     |
| Marantz CD Player                                      | PCR 2            | PCR 2                |   | X                |     |
| APC 1500 VA UPS  | MCR              | MCR                  |   | X                |     |
| APC 1500 VA UPS  | PCR 1            | PCR 1                |   | X                |     |
| APC 1500 VA UPS  | PCR 2            | PCR 2                |   | X                |     |
| Tripp Lite 1500 VA UPS                                 | News             | News                 |   | X                |     |
| Masterclock wall clock                                 | MCR              | MCR                  |   | X                |     |
| Dell Streaming Server                                  | Music Library    | NCR                  |   |                  | X   |
| Denon FM Receiver                                      | NCR              | NCR                  |   |                  |     |
| Dayseguerra HD Receiver                                | NCR              | NCR                  |   | X                |     |



Schedule A (Transferred Assets to WGLT)

| Item   | Current Location    Move To Location --> |                      | TX | Morgan Hall (BU) |  | ISU |
|--|--|----------------------|----|------------------|--|-----|
|  |  |                      |    |                  |  |     |
| Inovonics SCA Decoder                        | NCR                                      | NCR                  |    | X                |  |     |
| ESE Master Clock                             | NCR                                      | NCR                  |    | X                |  |     |
| Comrex Access Rack                           | NCR                                      | NCR                  |    |                  |  | X   |
| Wavecart Computer                            | NCR                                      | NCR                  |    | X                |  |     |
| Symetrix Audio Processor                     | NCR                                      | Microwave Shack or T | X  |                  |  |     |
| Inovonics Utility Processor                  | NCR                                      | Microwave Shack or T | X  |                  |  |     |
| SAGE EAS Encoder/Decoder                     | NCR                                      | NCR                  |    | X                |  |     |
| SAGE AM/FM Receiver                          | NCR                                      | NCR                  |    | X                |  |     |
| Rolls AM/FM Receiver                         | NCR                                      | NCR                  |    | X                |  |     |
| International Datacasting Satellite Receiver | NCR                                      | NCR                  |    |                  |  | X   |
| International Datacasting Satellite Receiver | NCR                                      | NCR                  | X  |                  |  |     |
| Axia AES Node                                | NCR                                      | NCR?                 |    | X                |  |     |
| Tascam AES word clock                        | NCR                                      | NCR?                 |    | X                |  |     |
| Radio Systems Audio Console                  | PCR 1                                    | RIS                  |    |                  |  |     |
| Microphone booms (qty 7)                     | Station wide                             | Station wide         |    | X                |  | X   |
| Crown Audio Amplifier                        | MCR                                      | MCR                  |    |                  |  | X   |
| Crown Audio Amplifier                        | MCR                                      | MCR                  |    |                  |  | X   |
| Crown Audio Amplifier                        | PCR 1                                    | PCR 1                |    | X                |  |     |
| Generic Audio Amplifier                      | PCR 1                                    | PCR 1                |    | X                |  |     |
| Crown Audio Amplifier                        | PCR 2                                    | PCR 2                |    | X                |  |     |
| Wholer Audio Monitor                         | NCR                                      | NCR                  |    | X                |  |     |
| Comcast Business Internet Cable Modem        | NCR                                      | NCR                  |    | X                |  |     |
| Rollaround Studio rack                       | MCR                                      | MCR?                 |    | X                |  |     |
| Rollaround Studio rack                       | PCR 2                                    | PCR 2?               |    | X                |  |     |
| Studio Rack                                  | PCR 1                                    | PCR 1?               |    | X                |  |     |
| Dell Computer Monitors (qty 8)               | Station wide                             | Station wide         |    | X                |  |     |
| SAGE Endec Remote Controller                 | MCR                                      | MCR                  |    |                  |  | X   |
| On air tally light (NCR side)                | MCR                                      | MCR                  |    | X                |  |     |
| On air tally light (Hall side)               | MCR                                      | MCR                  |    | X                |  |     |
| On air tally light                           | PCR 1                                    | PCR 1                |    | X                |  |     |
| On air tally light                           | PCR 2                                    | PCR 2                |    | X                |  |     |

## Schedule B – Assets Retained by Licensee

| Item |
|------|
|------|

|  |
|--|
| WCBU FCC broadcast license   |
| WCBU FCC STL license   |
| WCBU FCC RPU license   |
| 89.9 Harris broadcast Transmitter  |
| broadcast antenna  |
| transmission line  |
| microwave dishes & associated feed lines   |
| demod antennas   |
| access to FCC FRN & associated websites  |
| equipment racks at transmittter  |
| all endowments for WCBU existing at the time the Management and Programming Agreement is signed, and future contributions to such endowments |
| all information related to existing and future donors of WCBU  |
| all existing and future gifts and donations directed to Licensee for the benefit of WCBU   |
| all future gifts, donations or endowments held by or directed to Manager for the benefit of WCBU   |



## Schedule C

None

| Schedule D -- Liabilities Retained by Licensee |                                   |               |  |  |              |                        |                |  |                               |
|--|-----------------------------------|---------------|--|--|--------------|------------------------|----------------|--|-------------------------------|
| Confidential                                   |                                   |               |  |  |              |                        |                |  |                               |
| Vendor   | Description                       | Amount        | Contract                                 | Notice of Termination  | Paid Through | Monthly Renewal Amount | Auto Renewal ? |  | June 1 (6/1/19)               |
| Ameren   | National affiliation fee          | \$ 53.81      | No                                       |  | 3/31/2019    | \$53.81                | n/a            |  |                               |
| American Public Media                          | AP News Desk                      | \$ 35,805.00  | Yes                                      | 90 days  | 3/31/2019    | \$2,983.76             | No             |  | Monthly bill                  |
| Associated Press                               | Assoc Press News Wire Service     | \$ 409.60     | Yes                                      | None   | 12/29/2019   |                        | No             |  |                               |
|  | Assoc Press Digital Use Agreement | \$ 1,150.50   |  |  | 6/15/2019    |                        |                |  |                               |
| Broadcast Data Consult                         |                                   | \$ 7,672.73   |  |  |              |                        |                |  |                               |
|  |                                   | \$ 799.00     | No                                       |  | 6/30/2019    |                        | No             |  |                               |
| AT&T   |                                   | \$ 42.16      |  | None   | 3/31/2019    | \$42.16                |                |  | Monthly bill                  |
| Comcast  |                                   | \$ 1,906.00   | Yes                                      | None   | 4/13/2019    | \$109.85               | No             |  | Monthly bill                  |
| Culligan Water                                 |                                   | \$ 672.72     | No                                       |  | 4/1/2019     | \$30.00                | No             |  | Monthly bill                  |
| Enco Systems                                   | Annual software support           | \$ 2,242.17   | Yes                                      | 30 days  | 6/30/2019    |                        | No             |  |                               |
| Frontier                                       |                                   | \$ 474.83     | No                                       | None   | 4/3/2019     | \$47.54                | No             |  | Monthly bill...master control |
| Gray Miller Persh                              |                                   | \$ 939.00     | Yes                                      |  | 3/8/2019     | N/A                    | No             |  |                               |
| Ill Public Broadcasting Council                | IPBC Dues FY 2018                 | \$ 1,100.00   | No                                       |  | 6/30/2019    |                        | No             |  |                               |
| Ill Public Broadcasting                        | Subscription                      | \$ 3,557.18   | No                                       |  | 6/30/2019    |                        | No             |  |                               |
| Statehouse                                     |                                   | \$ 300.00     | No                                       |  | n/a          |                        | No             |  |                               |
| Joan's Trophy                                  | Annual Subscription               | \$ 605.35     | No                                       |  | 3/18/2020    | 0                      | No             |  |                               |
| Journal Star                                   | Mediascape Platform               | \$ 1,608.88   | Yes                                      | 60 days  | 8/31/2019    |                        | Yes            |  |                               |
| Marketron                                      |                                   | \$ 379.00     | No                                       |  | 7/5/2019     |                        | No             |  |                               |
| Memberships                                    |                                   | \$ 8,659.00   | Yes                                      | 90 days  | 6/30/2019    | 0                      | No             |  | Due 4/1/19 \$2164.76/3mths    |
| New York Public Radio                          | Programming                       | \$ 145,082.00 | Yes                                      | 90 days  | 6/30/2019    | 0                      | No             |  | \$35,799.04/3mths             |
| NPR  | Digital Services                  | \$ 10,294.00  | Yes                                      | 90 days  | 6/30/2019    | 0                      | No             |  | \$2730.31/3mths               |
| NPR  | Interconnect Fee                  | \$ 10,500.00  | Yes                                      | 90 days  | 9/30/2019    |                        | No             |  |                               |
| NPR  | Membership dues                   | \$ 13,750.00  | Yes                                      | 90 days  | 9/30/2019    |                        | No             |  |                               |
| NPR Member                                     | Various Vendors                   | \$ 3,404.00   | No                                       |  |              |                        | No             |  |                               |
| Office Supplies                                | Peoria Public Radio Letterhead    | \$ 2,011.00   | No                                       |  |              |                        | No             |  |                               |
| PRI  | Program Fees                      | \$ 39,784.80  | Yes                                      | 90 days  | 6/30/2019    | 0                      |                |  | \$6338/3mths                  |
| PRI  | Affiliation Fee                   | \$ 17,320.00  | Yes                                      | 90 days  | 6/30/2019    | 0                      |                |  | \$4460/3mths                  |
| PRI  | HD Multi-Platform Fee             | \$ 1,125.01   | Yes                                      | 90 days  | 6/30/2019    | 0                      |                |  | \$1250/3mths                  |
| Printing ATS                                   | billed as needed                  | \$ 84.28      | No                                       |  | n/a          |                        | No             |  |                               |
| PRX  |                                   | \$ 9,280.00   | Same as PRI...includes License Agreement | final carriage fee of 3 months from date of cancellation will be charged |              |                        |                |  |                               |
|  |                                   | \$ 3,970.00   | Yes                                      | None   | 6/1/2019     |                        | Yes            |  |                               |
| Radio Research Consortium                      | Billed yearly                     | \$ 1,290.00   | No                                       |  | 6/1/2019     |                        | No             |  |                               |
| Terry Solomonson                               | Travel Reimbursements             | \$ 2,678.49   | No                                       |  | TBD          |                        | No             |  |                               |
| Travel   | USA Affiliation Fee               | \$ 790.00     | No                                       |  | n/a          |                        | No             |  |                               |
| Univ. Station Alliance                         | 3 UPS Campus Ship                 | \$ 100.00     | No                                       |  | TBD          |                        | No             |  |                               |
| UPS  |                                   | \$ 480.00     | No                                       |  | n/a          |                        | No             |  |                               |
| Verizon  | Billed when concerts are recorded | \$ 3,460.00   | No                                       |  | 4/2/2019     | \$80.02                | No             |  | Monthly bill                  |
| Weil Custom Recording                          | Dues                              | \$ 360.00     | No                                       |  | 3/31/2019    | N/A                    | No             |  |                               |
| Women in Leadership                            | Tower Rental                      | \$ 52,551.00  | Yes                                      | None   | 7/1/2019     | \$4,379.22             | No             |  | Monthly bill                  |
| WTVP   |                                   |               |  |  | 4/1/2019     |                        | No             |  |                               |
|  | TOTAL                             | \$ 386,691.51 |  |  |              |                        |                |  |                               |



### **Schedule E**

Licensee shall be responsible for the following Station operational expenses required by the FCC for licensee control reasons.

1. Lease payments to WTVP for the Station tower rental expenses.
2. Utilities for space allocated for Station operation as described on Exhibit B.
3. Insurance coverage for Station transmission equipment (transmitter, transmission line, and antenna).
4. Any other non-delegable item or piece of equipment that the FCC regulations for licensee control reasons requires the Licensee to own or control.